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16 **UNITED STATES DISTRICT COURT**  
17 **NORTHERN DISTRICT OF CALIFORNIA**

18 BRAYDEN STARK, et al., individually  
19 and on behalf of all others similarly  
20 situated,

21 Plaintiffs,  
22  
23 vs.  
24 PATREON, INC.,  
25  
26 Defendant.

27 Case No. 3:22-cv-3131-JCS  
28

**DECLARATION OF JASON  
HARROW IN SUPPORT OF  
CONTINGENT OBJECTION OF  
LEXCLAIM RECOVERY GROUP  
US LLC TO FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Dated: February 5, 2025**

**Judge: Hon. Joseph C. Spero**

## **DECLARATION OF JASON HARROW**

1. My name is Jason Harrow. I am over eighteen years old and a resident of the United States of America. If called to testify, I could competently testify to the matters described here.

2. I am one of the two members of Lexclaim Recovery Group US LLC, a limited liability company. The other member is Charles Gerstein.

3. I make this declaration in support of the Contingent Objection that Lexclaim has filed along with this document.

4. I am personally familiar with the manner in which Lexclaim obtained 927 assignments of claims against Patreon because I was involved in setting up the advertising campaign to introduce Lexclaim's offer to potentially impacted class members and receiving the relevant information from an advertising service Lexclaim engaged.

5. Sometime after I saw the proposed settlement agreement in the *Stark v. Patreon* case, I thought that Lexclaim could make offers to potential class members that would make them better off than they would be under the settlement agreement—and potentially much better off if Lexclaim were to secure relief that is closer to the permitted statutory damages amount under the VPPA than counsel for the proposed class secured.

6. Sometime after that, Mr. Gerstein and I decided that we would offer potential class members a guaranteed payment of \$10 plus 20% of any additional recovery, in exchange for a complete assignment to Lexclaim of their claims against Patreon.

7. I then worked with Mr. Gerstein and an advertising service to create a campaign where potential class members could learn about our offer and, if interested, sign an agreement offering to assign their claims to Lexclaim. I did not

1 personally see any advertisements in the precise manner that they would have  
2 been displayed to any user; as I understand it, by their nature, advertisements on  
3 social-media platforms are variable and individualized. But I approved draft posts  
4 that included images, and I also approved draft headline and copy language.

5 8. I have attached true and correct copies of those draft posts and  
6 sample advertisements that Lexclaim approved as Exhibit A.

7 9. As far as I am aware, potential class members would have seen  
8 headlines and advertisements that look substantially similar to the ones in that  
9 exhibit.

10 10. I am unaware of exactly which posts, headlines, and copy were  
11 displayed more frequently than others, or what content was displayed to what  
12 assignor. The actual purchase and delivery of advertisements was handled by an  
13 advertising service that was given discretion to monitor an advertising campaign  
14 to provide the highest return per dollar of advertising spending.

15 11. Lexclaim, however, ensured that the text shown to potential  
16 classmembers was as Lexclaim approved in the documents attached as Exhibit A.

17 12. Potential class members who saw the advertising and thought they  
18 might be a member of the potential class would, if they clicked the advertisement,  
19 be directed to a website where they could fill out a questionnaire. The front page  
20 of the website, which is not directly controlled by Lexclaim but is still active as of  
21 the time of submission of this declaration, is <https://www.videos-privacy-violation.com/>. A true and correct copy of the front page is attached as Exhibit B.

23 13. Those who gave answers to questions that confirmed their  
24 membership in the potential class were offered to review and sign the assignment  
25 contract.

26 14. This workflow took place entirely online, and it is difficult to capture  
27 in static screenshots because the website contains an interactive form.

1 Accordingly, I have completed a screen recording of a sample user flow. The screen  
2 recording video I made is a real-time recording of a sample user interaction using  
3 test data that I inputted on February 4, 2025, though I made one deletion to the  
4 screen recording at 3:07 of the video to speed up the upload of a sample file and so  
5 as not to reveal the names of other files and folders on my computer. The screen  
6 recording shows the basic user flow that all 927 assignors would have gone  
7 through. I went through the flow quickly for purposes of the video, but users could  
8 spend as much time on each screen as they wished, including the screens where  
9 they could review specific documents for as long as they wished.

10 15. That screen recording can be viewed at <https://bit.ly/40IV4UF>, and it  
11 can be downloaded from that address. I will use my best efforts to ensure that this  
12 video remains at that web address until at least February 19, 2025, but it may be  
13 removed after that date.

14 16. No one at Lexclaim communicated directly with any assignor or  
15 potential assignor during this process. As far as I am aware, all 927 assignors  
16 signed the assignment contract and other documents after going through the  
17 questionnaire mentioned above.

18 17. Mr. Gerstein and I would receive periodic updates from our  
19 advertising service about how the campaign was going. At some point, we stopped  
20 the campaign after the funds we had deposited with the advertising service had  
21 been depleted.

22 18. During the campaign, we received access to an online database  
23 containing all respondents' answers to the questions asked, plus other data they  
24 submitted.

25 19. Our advertising service shared with us that 927 people had qualified  
26 under our criteria and ultimately completed the assignment contract by signing  
27 it, as well as by signing an accompanying opt-out form and declaration. The  
28

1 advertising service then gave us access, via the Dropbox cloud service, to  
2 individual folders containing files from each of those assignors.

3 20. Each individual folder I received contained at minimum a PDF  
4 containing the aforementioned three documents: assignment contract, signed opt-  
5 out form, and declaration. Many of the folders also contained additional  
6 documents that assignors had uploaded, such as emails providing proof they had  
7 subscribed to Patreon during the relevant time period. True and correct copies of  
8 three of the PDFs containing all three documents from three different assignors  
9 are attached as Exhibit C. Because of the repetitive nature of the documents and  
10 the difficulty of combining 927 files and then uploading thousands of pages of  
11 documents via CM/ECF, I have not included all 927 PDF files as attachments.  
12 Rather, all 927 are available electronically for view and download at  
13 <https://bit.ly/42HCEGi>. Those files will be available until February 19, 2025, but  
14 may be removed after that date.

15 21. I also maintain Lexclaim's public email address, info@lexclaim-  
16 us.com. I reviewed every incoming and outgoing email to that inbox since it was  
17 created as I prepared this declaration. In that review, I identified three email  
18 exchanges that concerned this case and that were from, or potentially from,  
19 anyone who is potentially a class member in this case. True and correct copies of  
20 all three of those email exchanges are available as Exhibit D.

21 22. As far as I am aware, neither I nor anyone else acting on Lexclaim's  
22 behalf has communicated with any potential class member about this matter in  
23 any other manner. Lexclaim has no public phone number, so no communications  
24 have occurred by phone. As far as I am aware, no communications have happened  
25 in person, via text or instant message, or in another manner other than those  
26 described here.

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1       23. On January 13, 2025, I caused a copy of each signed opt out form  
2 received through the process described above to be printed at a local print shop. I  
3 confirmed that each form was printed on a separate sheet of paper, as I had  
4 instructed.

5       24. On January 13, 2025, I mailed the 927 opt out forms to the  
6 settlement administrator in this case.

7       25. I received tracking information for that shipment. By monitoring the  
8 tracking, I confirmed via the U.S. Postal Service's website that the forms had been  
9 delivered to the settlement administrator in this case.

10       26. On January 30, 2025, I received an email with a link to two  
11 subpoenas directed at Lexclaim and served by Defendant. Counsel for Patreon  
12 then followed up by email with electronic copies of the subpoenas. True and correct  
13 copies of the electronic version of the subpoenas are attached as Exhibit E.

14       27. On February 3, 2025, Mr. Gerstein and I, acting as counsel for  
15 Lexclaim, had a conversation with Nathan Walker, counsel for Patreon, about the  
16 subpoenas Patreon served. Mr. Walker emailed me (and others) later that day  
17 with a bulleted list of what, in his view, was discussed in our phone conversation.  
18 A true and correct copy of that email is attached as Exhibit F.

19  
20       I declare under penalty of perjury that the foregoing is true and correct.  
21 Executed on February 5, 2025.

22       /s/ Jason Harrow

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